

1888-017  
Lee Co.

Chancery Causes: Charles D. Garrett by &c vs. Patience Harber &c

Pendergrass, Maum, Hamblin, Stewart, Miller, Haynes,  
Sneed, Hamblen, Hynes, Flanary, Orr, McGinnis, Goslyn,  
Morgan, Willoughby

CA-Estate Dispute  
T-Property  
Migration  
Health/Medicine

-Deed

To the Honorable John A. Kelly Judge of  
the Circuit Court of Lee County Va.  
Your orator Charles B. Ganett, an idiot  
as he was by John B. Bader of his next  
friend - Humbly complaining, sheweth  
unto your Honor, that your orator ~~from~~  
his birth to the present time has been and  
still is mentally disqualified to take title into  
sale and dispose of property real or per-  
sonal, and that this condition of his mind  
is a notorious fact where he is best known.

Your orator will now state that he  
inherited from his father William Ganett re-  
ceived a small tract of land situated about  
2 miles north of Inmanville Va, and about 6  
acres he also inherited from Thomas Ganett  
deceased, all of which said lands are  
more particularly described in a pretended deed  
from your orator to his sister Patience  
Ganett bearing date October 7<sup>th</sup> 1875; a copy  
of which will be found herewith filed  
marked A and is prayed to be considered  
null and void as part hereof. and which will  
again be referred to. Some time in the year  
1822, your orator, his widowed mother, and  
sister Patience Ganett concluded to remove to  
the state of Indiana, and by so doing and  
must some expenses, they agreed to



Some time after that the said Patience and  
your crater's Master returned to Virginia, where  
in the year 1875, the said Patience sued out  
an attachment as your crater is informed  
against him under the 3<sup>d</sup> section of chapter  
code of 1873, and had the same levied  
on the individual interest of the defendant Charles  
Garrett in the lands of his father Am Garrett de-  
ceased. This was done on the 25 of Jan. 1875  
and at the August term of this Honorable  
Court, said attachment came on to be  
heard when the Court made an order giving  
judgment against your crater for the sum  
of \$50. and \$5.03 costs, and in said order di-  
rected the sheriff to sell said lands. - No further  
action was ever taken, and said attachment was  
never dismissed or any final order entered  
therein but is still pending in this Honorable  
Court. Though it does not appear upon the  
docket after that term. Some time in October  
of that same year your crater was again  
in Virginia and was preparing to go back to  
Indiana, when his said sister Patience  
came to him, and informed him she could sell  
his land for \$130 and that if he would  
make her a deed there to she would do  
so retain the \$23.00 expenses paid out for  
him & send the residue to him in Ind.



Your orator being feeble in mind and not  
acquainted with such things consented for that  
purpose to do so and accordingly did exe-  
cute the deed herein before set forth. Your  
orator alleges that said deed was made with  
the express agreement and understanding that  
said way to be made of his said land, &  
the money sent to him in a later consideration  
paid. Some two or three years ago your  
orator returned to permanently reside in this  
county, when he went to the said Patience &  
by her still acknowledging the contract he  
went upon the land and built him a cabin  
house & now residing upon it. But quite re-  
cently the said Patience has pretended to sell said  
land to one Walter Gantt a brother who now  
claims the same and has forcibly possessed  
himself of a part thereof claiming the whole  
and has notified your orator to remove there-  
from. Your orator is advised said judgment  
upon said attachment is subject to be  
reopened by your orator, since the same is  
in legal contemplation still pending, and if  
so your orator can and will successfully  
prove the whole unjust & false, or paid  
except the \$23 dollars aforesaid, which  
your orator presumes to be correct.

And if as your orator alleges his original  
was and is



deficient as aforesaid then in that event  
said Judgement is void & subject to review.

But if it should be held that your orator  
was sufficiently competent to make a deed &  
he said, yet he is advised said Judgement  
can be opened as no bond was ever given  
by the said Patience which alone could give  
her the benefit thereof. But again your  
orator is advised that said deed if made  
by competent persons is only a mortgage as  
to said Judgement, if valid, and when the  
same is fully paid a court of chancery would  
have at the said Patience as a trustee & compel  
a reconveyance of the same to your orator.

Your orator alleges said Judgement is paid  
and ever paid in this way - Immediately  
after the said deed was executed, the said  
Patience went into the possession thereof  
and has remained on the same in the full  
payment thereof until last year she per-  
mitted your orator to possess a small part  
thereof - and he alleges that the rents & profits  
are worth at the lowest \$30 per year and  
over & above any permanent improvements put  
thereon - He further alleges that any rights ac-  
quired by the said Walter Garrett was with  
full knowledge of your orator's condition  
and the contract between your orator & the said  
Patience was fully known to him the said Walter



The object of this bill therefore is, have a decree rendered by this Honorable Court, concerning and setting <sup>aside</sup> said deed to the said Patience Gannett and compelling her to re-convey the same to your orator, and for an account of the rents and profits thereof during the time she has been in the possession thereof; and to have said attachment re-opened & your orator granted leave to appear to contest the same, and that your orator be quieted in the enjoyment & peaceable possession of the same. Your orator omitted to state that the said Patience had in the meantime married one Harber, but he is now dead and she is again a single woman. His prayer therefore is that Patience ~~Harber~~ (formerly Gannett) and Walter Gannett be made parties defendant, to this bill and that the said Patience answer upon her oath. 1<sup>st</sup> Was not said conveyance, made solely for the purpose of enabling her the said Patience to sell your orators lands, and after paying herself the expenses said land cost and expended by her, to send the residue of \$150. to your orator. 2 whether or not any other or further consideration ever passed or moved from her to said Patience to your orator, 3<sup>rd</sup> How long she has been in the possession of



of said deed, & specially whether or not  
she has not after during that time stated  
to Dr. Wm P. Miller various other persons that  
said deed was made only to enable her  
to sell Governor's land, & send the money  
to him.

4<sup>th</sup>. Whether or not she the said Patience  
did not know at the time of the execution  
of said deed Governor was under the  
age of 21 years, that he was & had been  
an idiot from his birth and incompetent  
to make a deed or transact business -

5<sup>th</sup>. Whether or not she the said Patience has  
not long since the execution of said deed  
and within the two years last past she  
has not said in the presence of James  
Ganett & Buck Ganett, <sup>and others</sup> that Governor should  
D. Ganett was not competent or sensible enough  
to divide lands with Dr. Wm P. Miller & that  
she the said Patience intended to take legal  
steps to compel a re-division of the said  
six acre lot with the said Miller, and  
specially answer if she did not intend  
to do so, until she was advised it  
would affect her pretended rights under  
the said so called deed from Governor.

and finally, whether or not she the said



Walter have not <sup>had</sup> many frequent conver-  
sations of & concerning the incompetency of your  
coter & whether not they have not each  
expressed themselves that he said (Charles)  
your coter was an idiot - and whether or  
not she has not often informed the said  
Walter the conditions upon which said deed  
was executed.

That the said Walter Ganett answered upon his  
oath, when he purchased said land, what  
he paid therefor, when he paid it and who  
was present, - whether or not he does not  
know your coter Charles Ganett is an  
idiot, & that he had full knowledge  
of the conditions upon which said deed  
was made; and especially whether or not  
before he purchased or pretended to pur-  
chase said lands he had not said  
to chain persons it was a shame for  
his co-defendant Patience Horner, to try  
to cheat your coter the said Charles out  
of his lands in his condition of mind  
and that the said Walter intended to interfere  
& take legal steps to see that your coter got  
his rights & lands back - and whether or  
not he had not said the said Patience  
account upon which her judgment was  
founded was ~~not~~ false & unjust and whether



Dr Colk 87. 27. 4  
 Defts

Charles D. Quail

1883 Bell

Valence Harbor

1887. Feb. 1. Bell

" Mr. D. H. Conroy  
 " Mr. D. H. Conroy  
 " Aug 20

1882. March. Deeds

" Aug. 20. Deeds

1883 Mr. Aug. 20. Deeds

1884. Deeds 1885. Deeds

1888. Deeds 1889. Deeds

D. S. Hambley \$1400

Dr's cost  
 80.57  
 6.07  
 7.50  
 2.80  
 4.00  
 30.91

Dr's cost  
 3.25 Deeds  
 3.00 Deeds  
 3.30  
 4.00  
 13.55  
 15.00  
 28.55

3.41  
 383-5  
 171.96

he, the said Walter has not heard the said  
 Valence but so; and that if your order  
 should be mistaken in any of these his  
 matters of special relief then that of our  
 Honor will grant him such other further  
 or general relief as his case merits, or a  
 Court of Chancery can administer -  
 May your honor be

Alfred W. Hambley



To the Honorable John A. Kelly, Judge of the Circuit Court  
of Lu County, Va

The separate answer of Walter Garrett to a bill  
filed in this Honorable Court against this respondent  
and Patience Garret by Charles D. Garrett by John  
B. Pendergass.

Respondent saving the benefit of all exceptions  
which may be had to said Bill upon its final  
hearing for answer thereto or to so much of it  
as he is advised it is material for him to answer.  
Answers & says. That sometime last fall he  
made a contract with his co-defendant the said  
Patience Garrett for all of the land mentioned  
in the complainant's bill except the 6 acre tract  
by the terms of which respondent agreed to  
pay her for said land the sum of \$132.00 payable  
three years from date, but said contract was  
never completed and suit now having been  
instituted by the said Charles challenging  
and denying the right of the said Patience to  
hold sell or convey said land respondent  
has abandoned said purchase and now  
claims no right or interest in it. Respondent



only agreed to purchase said land in  
the event he could get possession of it by  
the 1st day of December 1880. Respondent  
went to work upon the land but being for-  
bidden to continue his said work by the  
said Charles he stopped work on it &  
abandoned as aforesaid all further claim  
to or interest in said land. In answer to  
Special interrogatory respondent adopts  
the foregoing part of his answer so far as ap-  
plicable. Respondent does not know the said  
Charles to be an idiot, nor does he regard him  
to be an idiot. Respondent regards the said  
Charles as being a man of rather weak mind  
but he thinks he has sense enough to know  
right from wrong, to <sup>know</sup> the effect of his acts  
and he believes him to have sense enough to  
sell or convey land. Respondent knew nothing  
about the deal from Charles to Patience or the  
agreement between them except what he was  
informed by said Patience. She informed re-  
spondent that she was to take said land, sell  
it and after satisfying her judgment as



the said Charles, take or send him the balance  
of the money, and that the said Charles had  
required her not to sell said land for less than  
\$150<sup>00</sup>. In further answer to said interrogatory, Re-  
spondent heard it stated by some persons that  
the deed made by Charles to Patience would hold  
the land if she never paid him anything more  
for it and in reply to such statements so  
that, Respondent said it would be a shame  
for said Patience to take and hold the land for  
her said judgment, and Respondent did say  
that if that was her intention that he would  
interfere and take such legal steps as were  
necessary to prevent it, but he found that  
the said Patience did not propose or intend  
doing anything but to collect her debt and there-  
fore Respondent paid no further attention to it.  
Respondent now said that the account upon  
which the said Patience's judgment was founded  
was false and unjust, where Respondent  
heard she had instituted the suit he thought  
it embraced nothing only an account of the  
expenses which she paid for the said Charles  
to and from Indiana & he then said her ac-  
count was too large, but Respondent found  
upon inquiry that her account embraced  
many other items he then said nothing for



the about it Respondent never said The said  
Petitioner say or in any way admit That said  
account or any part of it was false or unjust  
but on the other hand she always claimed  
that every cent of said claim was just and  
that if she would exact it much more was  
really due her. Respondent now having  
answered Plaintiffs bill as fully as he is  
advised it is material for him to answer it  
Prays to be hence dismissed with his costs.

C. T. Danson Atty gen

Walter Correll

Virginia Lu County, La. et

This day Walter Correll personally appeared  
before me the undersigned and made oath that  
the facts stated in the foregoing answer from his  
own knowledge are true and what stated as  
information derived from others he believes  
them to be true Given under my hand this 7<sup>th</sup>  
day of February 1881.

John C. Orr. J. Clerk

Walter Correll

ans by Answer

Charles D. Correll Atty

Filed at February

Rules - 1881.

John C. Orr. J. Clerk.



To the Honorable John A. Kelly Judge of the Circuit Court  
of Lee County, Virginia In Chancery.

The deperate answer of Patience Harbor  
to a bill filed in this Honorable Court against her  
and Walter Garritt by Charles D. Garritt by John  
B. Pendergrees his next Friend.

Respondent saving the benefit of all exceptions  
which can or may be had to the complainants  
bill for its many more of law, and mistake &  
misstatement of facts for answer thereto, or to so  
much thereof as she is advised it is material or  
necessary for her to answer, Answering says that  
it true that the said Charles D. Garritt did in  
herit from his father William Garritt the lands  
described by the Plaintiff in his bill, or rather  
the lands of William Garritt descended to his  
heirs three in number to wit Walter Charles D.  
& Respondent, these lands were divided by &  
among said three heirs in this way. First  
by agreement, we laid off to the said Walter his  
share of each of the two Tracts consisting of about 40  
acres out of the W<sup>m</sup> Garritt tract, & 3 out of the Thomas  
Garritt land. This left to your respondent and



the said Charles, the balance of the land, and  
sometime thereafter perhaps in 1872, Respondent  
sold her undivided interest in said lands to Dr.  
Wm<sup>g</sup> Miller, and it remained in this State until  
the 25<sup>th</sup> day of March 1875, when the said Charles  
arriving at his majority, being indebted to Respond-  
ent for necessities furnished him, before that time  
Respondent, as the said Charles was fixing to leave  
the Commonwealth and threatening to sell said  
land and take the proceeds of sale with him, sued  
out an Attachment against him and had his  
interest in said land attached and at the August  
term 1875 Judgment was rendered in her favor for  
the sum of \$80.<sup>00</sup> & the costs of suit, as shown by  
Plaintiff in his bill, and the Sheriff was  
directed to sell said land, but before he did so,  
and in order to save as much expense as possible  
Respondent, at the request of the said Charles &  
our mother agreed to take the said land to sell  
it as soon as she could, pay herself her Judge-  
ment against the said Charles and take him  
the balance of the money. But he limited Re-  
spondent to the price of \$120.<sup>00</sup>. This agreement Res-



provident assented to, and in order to effectually carry out this intention the said Charles proposed to convey it to respondent, and by her consent he on the 7<sup>th</sup> day of October 1875 did convey said land to her. She then directed the Sheriff that he need not go on and sell said land. Respondent knows that her brother is not a man of fine or strong mind but she believed then as she does now that he had sufficient strength & capacity of mind to fully know what he was doing and to fully understand the meaning and effect of his acts. She then thought and she still thinks that he knew perfectly well his indebtedness to her, the force of the judgement rendered against him and the necessity on his part to provide for its payment and this as respondent alleges is fully evidenced by the price fixed upon said land. Respondent says it is further true that sometime in the fall of the year 1872 she and her mother did go to the state of Indiana & took the said Charles with them. in fact this trip was made wholly on his account, and would not have been undertaken but for him, and to get him out of the



State and by that means protect him from a Trial  
for a great crime alleged against him and your  
Respondent had to sell her interest in said land  
in order to raise the money to take said Trip.  
In 1874 Respondent her mother & the said Charles  
returned to Virginia. The said Charles a day or two  
after going into Ky. Every article in said account  
~~deposited~~ while said attachment was sued out  
was furnished to & layed out and expended for  
the said Charles by Respondent, and every article  
thus furnished to or for him was a necessary expendi-  
ture as Respondent then thought and the said  
Charles so recognised it because while said  
suit was so pending and before judgement was  
rendered thereon to wit on the 15<sup>th</sup> day of July 1875-  
he, the said Charles executed his note to her for  
the sum of \$80. That sum she being willing to take.  
The writ in said suit was regularly served on  
the said Charles and he was, several times during  
the pendency of said suit, here in the County and  
had full knowledge that it was being prosecuted.  
Respondent was advised it was unnecessary for  
her to give the bond required by said Attachment



order after she and the said Charles had made  
the arrangement not to have said land sold  
by the Sheriff. Respondent at the time said  
deal was made did tell the said Charles that she  
believed she could sell said land for \$150, but  
as before stated instead of going to him to make  
said arrangement, he came to her. Respondent  
never told him that she would sell said land and  
retain \$33.10 out of it and send the residue to him  
but as before stated she did tell him that she would  
sell it and after retaining the amount of her judg-  
ment and the costs of the same she would take  
or convey the <sup>residue</sup> ~~same~~ to him. This and nothing else  
was the agreement. Respondent has used all  
the diligence she could use to sell it. but never  
could do so at the price of \$100.00 for cash - &  
she did not feel that she was ever authorised to  
sell it at a less price. Respondent further shows  
your Honor that Plaintiff all along & up to something  
like a year ago, when he came back here claiming  
to be married recognised the aforesaid agreement  
with respect to said land and urged respondent  
to sell it but would never agree <sup>for him to</sup> take less than.



the \$150<sup>00</sup> and respondent could never sell at that price. Respondent admits that said Charles returned some two or three years ago in fact he has been dodging in & out of the County almost continuously ever since the return from Indiana in 1874, But in March 1877. The said Charles came back and resided permanently with respondent and was supported by her & her husband from that time until about the first of July 1879, when he again went off. It is true that during this time he worked some for respondent & her husband & some for others but the principal part of his support and maintenance was furnished by respondent, off the land. He staid above something more than a year ago perhaps in September 1879 the said Charles returned to this County claiming to be married, and tried everywhere in the neighborhood to get a house to live in but failing to do so he came to respondent and begged that she would let him go on the land, which respondent ~~until fall~~ he then went back & came again in March 1880, & was agreed to do, ~~at~~ <sup>then</sup> he built the cabin on said land in which he now lives.



Sometime this last Fall respondent did contract  
this land that is all except the 6 acres which is  
in the Thomas Garrett tract and conveyed by the  
deed of said Thomas' Widow, to her brother  
Walter Garrett. This she did in order to pay herself  
the debt due her, or rather the judgement due her, and  
get the balance for the said Charles and  
the said Walter went to work on it but the said  
Charles and his wife making so much fuss  
about it, he got wearied and since this suit  
has been instituted he has backed entirely out  
& left respondent to fight the battle alone.

In this matter respondent only wants her rights  
nothing more. She only took the land in order to se-  
cure her judgement every cent of which is just  
and unpaid and a great deal more if she would  
part it, and she always intended to pay him the  
balance of what the land would sell for. She has  
stated the facts of the whole transaction and if  
these facts make her a Trustee & she is advised  
they will, she insists that her judgement must  
first be satisfied out of the Trust suggested.  
The balance then turned over to the said Charles.  
She is now here ready and willing as she has <sup>always</sup> been.



can to recover said land to the said Charles when the amount he owes her is fully paid. & she has offers to convey it to him or any one else to whom he may desire if he will pay her the amount of her judgement. Now as to the rents of said land. There is in the whole of said tract not covered by the Deed of Thomas Corbett widow, only 25 or 30 acres and This is subject to the dower interest of the mother of respondent who has lived on it ever since the return from Indiana, & has claimed  $\frac{1}{3}$  part of the rents of it. & there is only about 14 acres of covered land on it and of this there is 5 or 6 acres that is unfenced, and of the remainder that is fenced respondent and her husband fenced about 5 acres. Respondent thinks the rents would be poor pay for what she has done for the said Charles since he conveyed said land to ~~her~~ ~~himself~~ in fact she would not do for another of no a kin to her what she has done for him for the rents of said land. In answer to the 1st Interrogatory, Respondent answers as stated above that the agreement between herself and the said Charles was that



9 She should sell said land and after paying herself the amount of said judgement against him that is \$8000 and the costs then to take or send the balance of the money to him.

In answer to the 2<sup>nd</sup>. The agreement was as stated above and there was no other consideration.

3<sup>rd</sup> Respondent & her mother has been in possession of said land ever since the date of the deed except that about the middle of Jan'y 1878 she left said land & moved into the Desert & remained there until the 15<sup>th</sup> day of July she left her mother and the said Charles on the land when she left it. Respondent has perhaps on more occasions than she stated to Dr Miller the agreement between herself & the said Charles but she always told him or intended to tell him just as she has above stated.

4<sup>th</sup> Respondent knows according to the record of the birth of herself and brothers that said Charles was 21 years old on the 25<sup>th</sup> day of March 1875 said record was made in the lifetime of Respondent's father and shows that he the said Charles was born on the 25<sup>th</sup> day of March 1854. Respondent as stated in the beginning of her answer, did not



know and did <sup>not</sup> regard the said Charles as  
an idiot. She did not regard him a man  
of strong mind but she did regard and still  
regards him of sufficient intelligence both  
then and now to know fully the effects of  
his action then had. She thinks he knew fully  
what he was doing and that he was entirely ca-  
pable of doing it.

In answer to the 5<sup>th</sup> Interrogatory Respondent  
says that she has perhaps on several occasions  
said in presence of Buck Canutt & Francis  
Canutt & perhaps others that she did think that  
Dr Miller got the advantage of Charles & she  
further said that she did not think that  
the said Charles was capable of partitioning  
lands with Dr Miller. but while she was thus  
talking she believed that he had sense enough  
to sell and convey land. She did talk about  
taking legal steps to compel said Miller to  
make a redivision. This was because the par-  
tition was made after she had attacked on  
the land and because other people told  
her that the Dr had cheated the said



Charles in the division.

Respondent did intend to bring suit against Dr Miller until she was advised not to do so that her rights might be affected thereby and that she would perhaps be put to the trouble of bringing a chancery suit to compel payment of her judgement. But the main and perhaps only reason why she intended to bring this suit was because when she went to sell said land she would be met by the objection that Miller had got the advantage of the said Chancy.

6<sup>th</sup> Respondent & the said Walter have had several conversations about the said Charles, but respondent has no recollection that they or either of them ever said or came to the conclusion that the said Charles was an idiot. on the contrary we always spoke of and regarded him as a man of rather weak mind, but Respondent always thought the said Charles was of sufficient mind to understand all about the agreement between himself and respondent. Respondent again here denying want of sufficient capacity



in the said Charles to make the deed at the time  
he made <sup>it</sup> and here only claiming her agree-  
ment made with the said plaintiff and as-  
serting here that he had capacity sufficient  
to understand the full force and effect of  
said agreement. She swears as to her  
rights claiming no other or further interest in  
the land <sup>that</sup> to the extent of her lien upon it by rea-  
son of her judgment so often here in referred to  
and she prays the Court to enforce this lien either  
by way of the deed or in such other way as seem-  
eth meet & proper to a Court of Equity. & now  
having answered the plaintiffs bill as fully  
as she is advised it is material to answer  
it she prays to be hence dismissed with her  
Costs in this behalf expended

C. T. Duncan for  
Defendant,

Virginia, Lee Circuit Court Clerk's office, Feb 4<sup>th</sup> 1881.

This day Patience Garrett personally appeared before  
me and made oath that the facts stated in the foregoing  
answer, so far as they depend upon her own knowledge  
are true, and so far as stated upon information derived  
from others, she believes them to be true.  
Given under my hand.

James W. Orr, Clerk



Patience Harbor  
aus 3 Auswa  
Charles D. Garritt by or

Filed at February  
Rules 1881.  
John C. Orr, Secy.



C. D. Garrett by &c

Pliff

vs

B. L. McKay

Patience Hooker et als.

Defts

This cause came on again this day to be heard upon the papers formerly read the report of C. J. Duncan being with deed this day filed and was argued by counsel:

On consideration whereof said report and deed are confirmed and it is adjudged and decreed that, D. S. & C. L. Hooker shall pay to C. J. Duncan leave five dollars for making and executing said deed <sup>and by agreement of parties</sup> that they also pay the costs which have accumulated since they purchased said lands to be taxed by the court, for which sums execution may issue and the cause is stricken from the docket.



6 D Horrell by the  
vs 1/2 Leane final

Patience Horrell and  
Entered Chcy  
O B page 128  
Jyatt & Co

Enter this done

H. S. K. M.

April 4<sup>th</sup> 1888



Charles D. Garrett by co.

Pliffs

vs

3 In chcy.

Patience Harbor et al

Defts

This cause ~~came~~ on again this 4<sup>th</sup> day of April 1883. to heard upon the papers formerly read in the cause the report of C.T. Duncan being filed on the 1<sup>st</sup> day of March 1883 and was argued by counsel. And it appearing to the Court that said report has been filed more than ten days before the 1<sup>st</sup> day of this Term and that no exceptions have been filed thereto said report is confirmed. And it is ordered and decreed that C.T. Duncan who is appointed a commissioner for the purpose do proceed to collect the bonds & debts to him for the purchase price of said land as soon as they fall due, but before proceeding to do so he will give bond before the Clerk of this Court in the penalty of two hundred dollars conditioned, to account for all money so received by him, he will report his collections and disbursements when made, and this cause is continued.



C. D. Gault by 06

25  $\frac{5}{3}$  Decem

Patience Harbor

Entered page 314

J. A. Hyatt  
" " Clerk

Enter this decem

In A. K.

Apr 4<sup>th</sup> 1883.



Charles D. Ganett by or  
against } In chancery  
Patience Harber et al

This cause came on to be heard upon the bill of the plaintiff, and exhibits filed, the answer of Patience Harber, and Walter D. <sup>Ganett</sup> ~~Harber~~, and replication thereto, the depositions of witnesses and the arguments of Counsel - On consideration whereof and for reasons appearing to the Court, it is adjudged ordered and and decreed, that the deed executed by Charles D. Ganett to Patience ~~Ganett~~ now Harber on the 7th day of October 1875, is and was a mortgage in which said Charles D. Ganett holds an equity of redemption; but <sup>the</sup> Court further adjudges orders and decrees that that the plff Charles D. Ganett before he is entitled to a reconveyance of said land to him, shall pay to Patience ~~Ganett~~ Harber the sum of \$121.63 being her debt interest and costs to the first day of October 1882, subject to a credit for rents due the said plff of ~~\$70.00~~ <sup>\$70.00</sup>, being computed also to the 7th day of October 1882, And that the defendant recover from the plff Charles D. Ganett <sup>his costs, expenses in this</sup> ~~the costs~~ that suit, and that unless these sums are so paid by him or some one for



him by the first day of October 1882, then  
C. T. Duncan who is hereby  
appointed a special Commissioner, will  
proceed to sell said land or so much  
thereof as may be necessary to pay the sums  
herein decreed. The sale will be made in  
front of the Court House door by public  
out-cry to the highest bidder on some Court-  
day, on a credit of 12 months with interest.  
But before proceeding to sell, the Court  
Commissioner will advertise the terms  
time and place of sale, for at least 30  
days on the front door of the Court House  
of this county and in the neighborhoods where  
the land lies - But should the plff pay  
the sums on or before the time above  
specified to said Patience Barber then no  
sale <sup>shall</sup> ~~is decreed~~ to be made, and it is  
further ordered that said Patience Barber to  
entitle her to receive said sums of money  
shall first execute and deliver to the clerk  
of this court - to be filed as an escrow or  
deed <sup>to become her deed when said sums are paid</sup> re-conveying the land, in the bill  
mentioned, to the plff Charles D. Forest.  
The Commissioner will report his action  
from time to time to this Court and the cause  
is continued.



Charles D. Ganett for

vs { Decree

Petena Harbureta

March 5. 1882

Entered Page

247 & 6

J. A. Hyatt

Clerk

Enter this

April 3. 1882

J. A. K.



Halter Garnett  
Mrs. Patience Barber.

You will take notice that on the 2<sup>d</sup> day of August 1881 at the clerk's office of the Circuit Court of Lee County Va, in the Town of Louisa, I will proceed to take the depositions of Mrs. O. Miller and others, which when taken are intended to be read as evidence upon my behalf, in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia in which I am plaintiff and you are defendants. And if from any cause the taking of said depositions be not commenced or if commenced be not concluded on that day the taking of the same will be adjourned and continued from time to time till completed.

Charles Garnett by ec.



Charles Garrett by &c

vs  $\frac{1}{2}$  Isaac.

Patience Harber et al

Executed  
T. Miles L. S.



(1<sup>st</sup> page)

The deposition of Walter B. Garret  
 Frank Garret, Martin B. Garret, Susan Hantler, Joe  
 Marscutt & Linton Stegunt  
 taken before me J. J. Hyatt a comr. in  
 Chy. in the clerk's office of the circuit court  
 of Lee County on the 2<sup>nd</sup> day of August  
 1881, which are intended to be read as evidences  
 on behalf of Charles Garret by &c  
 in a certain suit in Chancery, now pending  
 in the Circuit court of Lee County in which  
 the said Charles Garret by &c is Plaintiff and  
 Patience Harber et al, Defendant.

Walter B. Garret — a witness of lawful  
 age deposesh and says.

Question first by plff.

Are you well acquainted with Charles  
 D. Garret, now and from his youth up  
 and if so what is the Condition of his  
 mind; Is he capable of trading &  
 conveying and dividing land; and have  
 you not often expressed yourself that  
 he was not?

Answer, I am well acquainted with Charles D. Garret,  
 (he being my brother) he has not a strong



(2<sup>nd</sup>)

mind, but I think he has a mind sufficient to trade and transact any ordinary business, but not capable of dividing land, and I have often expressed myself that he was not.

Question 2.

After his conveyance to Patricia Herbert (then Garrett,) did you not endeavor to employ Council to set aside said conveyance & represent that the said Charles was too much of a fool to make in said land?

Answer I may have said that he was, but never consulted Council to set aside any conveyance made by said Charles O. Garrett.

~~Answer~~ Question 3. Did you say in the law office of Haynes & Pendleton in the presence of myself (Pendleton) and others, after you purchased the lands from Patricia Herbert that you had said Charles O. Garrett did not have sense enough to trade his lands, ~~but that you~~ ~~would~~ and that you admitted that



(3<sup>rd</sup>).

now, get you intended to law it away before the said Charles or his wife should have it!

Answer I can not recollect the precise words used on that occasion, We had some talk to that effect.

X Examined

Ques - Do you regard the said Charles D. Gornett as sufficiently competent to understand the effects & consequences of his actions?

Answer No so well as an ordinary man.

Ques. You state in answer to the 1<sup>st</sup> question by Plaintiffs Counsel that Charles is not a man of strong mind. Do you think he had sufficient strength of mind to understand & know the effects of the deed he made to his sister Patience Norton?

Answer I think he understood the intention of the deed.

Ques. Did you know of the conveyance made by Charles to Patience at the time it was made or did you learn of it afterward?

Answer I learned of it, after the deed was made.

And further this deponent saith not

Walter B. Gornett



(4<sup>th</sup>)

Frank. Garret an other witness of lawful age, deponeth and says.

Question 1<sup>st</sup> by Plff.

Are you acquainted with Charles D. Garret, and if so how long, and what is the condition of his mind, and is he capable now or ever heretofore to make deed & trade in real or personal estate.

Answer I am & have been all his life, I don't regard him as competent to trade in lands or transact any other important affairs of life. The witness knows of the following transactions which induces him to believe that the said Charles D. Garret's mind is weak viz,

He partitioned a piece of Land with Wm. D. Miller in which he had  $\frac{1}{3}$  interest, and in said partition with Miller, he did not get his  $\frac{1}{3}$  value by at least \$100.

He offered to sell me the same land conveyed by him to Saline Harbor, for as low a price as Ten (\$10) Dollars, if I would pay him the money down.



Question 4-

Have you ever had any conversations with Patience Harber & Walter Garrett the defendants, in this suit in regard to the Condition said Charles Garrett mind - and if so how did they regard him?

Answer, I don't remember of ever having any conversation with the Defendants on the subject, but I have heard, Patience Harber tell Dr. Wm. P. Miller that he knew that Charles D. Garrett, was not competent to trade & divide land, and every one else that knew him, knew the same of him. In conversation with Patience Harber about the division with Dr. Miller she always would, allege that Charley was incompetent to make the division.

X Examined -

Ques - You state in your Answer to the 1st Ques. by plaintiff that you have known Chas. D. Garrett all his life, did not the said Chas. go to the west & live there for several years?

Answer I stated in my first question, if it is not put down, that I was, and had been acquainted with him during his life, except the time,



(6)

that he had been absent, which was about 3 years.

Ques - Has not Charles D. Garrett always managed his own concerns, transacted his own business without aid or assistance and have you not within the last year hired him to do work for you?

Answer - I don't believe he has without advice from others. I don't remember that I have hired him to work for me during the last year.

Ques - At the time Charles Garrett proposed to sell you the land conveyed by him to Patience was not he at that time charged with crime & was desiring to leave to keep from answering an indictment?

Ans. I don't know of my own knowledge, but he informed that there was nothing against him.

Ques - Did you not state to the defendant Patience Harber on one occasion that Charles Garrett had sense enough to attend to business & keep <sup>reason he</sup> then get along if he would do so & that the ~~he~~ did not was from pure meanness?

Ans. I don't recollect that I did or not.



Ques - In the Division of land with Dr. Miller do you believe <sup>that</sup> Charles Garrett knew how much land there was & he divided or where the lines & corners to said land were?

Ans I don't believe he knew any thing about the lines or corners of the land, referred to. And further this deponent saith not.

Frank, <sup>this</sup> v. Garrett  
mark

Martin B. Garrett an other witness of lawful age, deponent ~~saith~~ & says.

Question

State if you ever had any conversation with Patience Barber, or Walter Garrett in relation to the condition of Charles Garrett, mind or if so how did they consider him as to competency to make sell or divide land &c -

Ans. I don't remember that I ever had any conversation, specially with said Patience about said Charles mind, but I was present and heard her have a conversation with Col. Pridemore, about Charles & Garrett's mind, and in that conversation she



(6)

stated, and claimed in this conversation that Charles D. Gantt, did not have sufficient mind, to make division of land, and on that ground, desired a new divide.

Question 2<sup>d</sup> Are you acquainted with the said Charles Gantt and if so how long - and do you consider him capable to sell convey or swap exchange or divide land or transact the ordinary business of life?

Ans. I am acquainted with him and have been during his life except a short time, that he was absent from this country. I don't consider him capable of transacting such business.

Question 3<sup>d</sup> Are you acquainted with the land, which Patience Korber has been in possession of, under the deed from Charles; and if so how many years has she occupied it and what its rents worth per year - considering the use of the land & all.

Ans. I am acquainted with the land & premises, referred to, she has occupied the land for about six years, and I think the rents are worth fifteen (\$15) per year. ---



(9)

X Examined -

Ques - When was it that you heard the conversation between Patience Barber & Co C. Barber in regard to Charles Gorrett's mind?

Ans, In February or March 1880, or thereabouts.

Ques - ~~Previous to the time that~~ ~~from before~~ Charles Gorrett conveyed his land to Patience was he not charged with a crime and had to leave the County on that account?

Ans, I understood that such was the facts as stated to me by others.

Ques - After Charles Gorrett came back from Indiana to this County <sup>Did</sup> ~~was~~ not the said Patience for a long time maintain, cloth & provide for the said Charles D. Gorrett. (The above question objects to and a contrast is shown)

Ans - I know nothing of my own knowledge of these facts.

Ques - At that time did Charles D. Gorrett live with Patience & if so how long?

Ans - He was living with her, ~~but~~ I think ~~about~~ don't know how long.



(10)

Ques. During the time he stayed with Patience Harber do you know of his working for any body?

Ans. - I do - he works some for me.

And further this deponent, saith, not.

Martin <sup>his</sup> & B. Ganey,  
marks

Geo. Marcum an other witness of lawful age deponeth and says -

Ques. - <sup>put</sup> by Plffs.

Are you acquainted <sup>with</sup> Charles D. Ganett and if so what do you regard the condition of his mind - Is he capable of trading and transacting the ordinary affairs of life?

Ans. - My acquaintance is somewhat limited, I have known him about six years. I consider him as having a weak mind, and I don't consider him capable of discharging important business.

Question. Are you acquainted with lot of land in dispute in the possession of Patience Harber if so what is its fair rental value per year.



(11)

Ans. I am somewhat acquainted with it, and I think its rental value is about Twenty (\$20) per year.

X Examined

Ques. Do you regard Charles D. Genett as capable of understanding the operation or effects of a conveyance of land?

Ans. Not perfectly.

Ques. Is Charles D. Genett of sufficient mind to judge between right & wrong?

Ans. To some extent, he is.

Further this deponent saith not.

Joseph Marston.

Dwan, Hamblet (col) a witness of lawful age deponeth and says.

Question 1. Are you acquainted with Charles D. Genett if so how long, and do <sup>you</sup> regard him as having sense enough to sell convey or divide land or do or perform important business -

Ans. I have known him all his life, and I do not think him competent to capable of transacting such business.



Ques -

(12)

Are you acquainted with the land in  
the possession of Patience Barber or if  
so what is it worth per year rental  
value.

Ans. I am acquainted with said lands  
and regards it as being worth \$18  
per year. Further this deponent <sup>his</sup> says not.  
Swan & Hamblin  
marks  
Linton Stewart an other witness of  
lawful age deponent & says -

Question <sup>pt</sup>

Are you acquainted with Charles D. Ganett  
if so long have you been so acquainted &  
do you regard his mind as capable, to  
transact the ordinary business of life such  
as selling & dividing land &c.

Ans - I have been acquainted with said Charles  
D. Ganett for several years, and do not  
consider him competent to transact  
any such business, such as selling of  
land &c.

Are you acquainted with the land in  
the controversy, and if so what is its rental  
value per year?



(13)

Ans - I am acquainted with the land and  
I regard it worth \$15. or \$20. per year  
And further this deponent sayeth not.

Linton <sup>his</sup> Stewart  
mark

The foregoing deposition of Walter B. Garrett  
Frank Garrett, Martin B. Garrett, Joe  
Marcum, Linton Stewart & Swan Hamblen  
(Colored) were taken before me, sworn to  
and subscribed by them respectively on  
this the 2<sup>nd</sup> day of August 1881.

For Plaintiff J. A. G. Hyatt Comr, in chg.

Bill of costs. Comr fee \$3.00

Witnesses.	Walter B. Garrett 1 day	.50
who claimed	Frank Garrett 1 "	.50
their attorney	M. Bush Garrett 1 "	.50
vs Deff	Joe Marcum 1 "	.50
	Swan Hamblen (col) 1 "	.50
	Amburs Eagle 1 "	.50
	Oulany Haynes 1 "	.50
	Linton Stewart 1 "	.50
	Wm P. Miller 1 "	.50
		<u>\$4.50</u>



Charles D. Gurrett by &c

vs Depo. for Deft.

Patience. Harber et al

Filed Aug 2<sup>nd</sup> 1881.

J. A. Hyatt clerk

Comr. fee \$3.00 —  
witness 4.50  
\$ 1.00  
\$8.50

Chd 37



Mr. John B. Pendergrass who sues as the next  
friend of Charles D. Garret:

Sir: You will please take notice that  
on Saturday the 20<sup>th</sup> day of August 1881 at  
the office of ~~Circuit Court Clerk~~ <sup>Circuit Court Clerk</sup> in the town of Jones  
ville I will proceed to take the Deposition  
of Dr. William P. Miller and others which  
depositions are intended to be read as evidence  
in my behalf in a certain suit in Chancery  
now pending in the Circuit Court of Lee Coun-  
ty Va. in which Charles D. Garret by me is  
Plaintiff and I am Defendant. Should  
the taking of said Depositions not be com-  
pleted on that day the taking thereof will  
be continued from day to day and from  
place to place until they are finished.

Patience Hudson  
August 9<sup>th</sup> 1881. J. per Counsel



Pittance Harbor

and 3 Notice

Chas D. Garrett by 4

---

presented by deliver

ing a copy to

John Pendergrass

this 17 day of Aug 1881

Francis Miles D. S.

son J. D. Eley D. S. C.



1<sup>st</sup>

The deposition of Elizabeth Garrett and others taken before me J. A. G. Hyatt, a Commissioner in Chancery for the County Court of Lee County, in the Clerk's office of the Circuit Court of Lee County Va. on the - 20<sup>th</sup> day of August 1881, to be read as evidence in behalf of the defendant in a Chancery Cause now pending in the Circuit Court of said County, in which Charles D. Garrett by &c is plaintiff and Patience, Harber, et als are defendants.

Elizabeth Garrett a witness of lawful age, being duly sworn deposes & says.

1 Question. Are you well acquainted with Charles D. Garrett the Plaintiff in this suit?

Answer. I am well acquainted with him, he being my son, & I raised him.

2 Question. What is the state of his mind, and is he, and was he in the year 1875 capable of transacting business such as selling and conveying real estate &c?

Answer. It always appeared to me that he was a



2<sup>nd</sup>

boy and man of ordinary mind,  
I thought that in the year 1875, when  
he conveyed his land to Patience Harbert  
that he was capable of making a valid  
Deed, I thought he knew what he was  
doing, I often heard him speak of the  
debt he owed Patience, and told me  
he made this conveyance to her to secure  
that debt, and I think he is now  
capable of selling & conveying real Estate  
intelligently.

3 question I believe you claim to be entitled to the  
house situated on the lands conveyed by  
Charles to Patience and also to one third  
of said lands or one third of the rents and  
profits thereof, do you not?

Answer I claim the house and lot of about 4  
acres, as the widow of Wm Garrett's son,

4 question, Have not Patience and yourself  
furnished to Charles a large part of his  
support for the years 1876 1877 1878 & 1879,

Ans. From the time he made said conveyance  
up to the time he was married, which was,



(3<sup>rd</sup>)

some time in the year 1879, Patience & myself furnished him a large portion of his support, furnishing him clothing and sending the same to him, when he was absent, and barding & clothing him when at home, and since he was married during the summer of 1880, we furnished him a goodly portion of his meals. I think what we have furnished to him, would have more than compensated him for his share of the rents and profits of the land conveyed to Patience. And further he has used the land in getting timber tar bark &c off the same, and selling it for the profits. And further this deponent saith not. Elizabeth <sup>her</sup> Garret  
Mark

Do W<sup>m</sup> P. Miller an other Witness of lawful age being duly sworn deposes &c.

1 Question by Defendant Are you well acquainted with Charles D. Garret, if so how long



(4<sup>th</sup>)  
how you know him.

Answer. I am well acquainted with him and have known him since the year 1869. I was his Guardian from about the year '72, up to the time he arrived at the age of 21 years. which was according to the family record and what the family told me, on the 28<sup>th</sup> day of March 1875, said record showing that he was born on 28<sup>th</sup> day of March 1854.

Question. What is the condition of his mind and is he, and was he at the time he made the conveyance to Patience capable of trading selling or conveying land?

Ans. I think him a sane man, and as sane, as many persons who accumulate property. I think he was competent to sell & convey land at the time he did so, to said Patience, and I believe him to be competent to do the same now, said Charles D. Garrett divided land with me during



(5<sup>th</sup>)

the same year, of 1875, and had I not believed him fully competent to buy sell or divide land, I would not have had any such transaction with him. Charles made the division himself and with I was satisfied, and I gave him choice of pieces and in several conversations with me since, about the division he has always seemed to be satisfied with said division.

Question by same. Do you know anything about Patience's account against Charles and the justice thereof.

Answer. I know that said Patience sold her part of the land of her father to me, stating to me at the time of said sale, that she was doing it, to get means to take her brother Charles, out of the state, to prevent his being prosecuted for an alleged crime of grave character, and I further know that she bought clothing or material for clothing for him. & he has since told me that



he went with Patience to Indianias & came back with her, and that she spent money for him in bearing expenses &c.

Question by same What would be a reasonable rent per year for said piece or parcel of land after deducting the down interest, of Mrs Elizabeth Garrett?

Answer I think the rent of his part, after deducting the amount, including house &c claimed as down, would not be worth more than \$8.<sup>00</sup> per year. for the years 1880 & 1881, the said Charles D. Garrett has been in possession of the Ridge field which contains some 10 acres of cleared land.

And further this deponent saith not.

Wm P. Miller

I am Haynes another witness of lawful age being duly sworn deponent &c.

Question by Defendant, Are you well acquainted with Charles D Garrett, if so how long have you known him.

Answer. I am well acquainted with the said



7<sup>th</sup>

Charles J. Ganett, and have known him from his infancy up to the present time.

2 Question by same. Is he capable of Transacting his own business, such as selling and conveying land.

Answer. I think him capable of transacting any business, he is very careful of his own interest. in every particular.

3 question by same. What do you think would be a reasonable rent for Patience to pay per year for that part of the land outside of Mrs. Ganett's down claim?

Ans. I don't think she ought to pay anything, she did not use it or cultivate it, Charles got more use of it than she did. and further untill this last summer, Patience and her Mother have always supported and maintained him, I mean by this that since those criminal charges spoken of in other depositions he has been dodging in & out of the



(8<sup>n</sup>)

County, when he would come in he would, <sup>be</sup> almost naked, ragged & dirty, they would prepare & furnish him good clothing, support him while he stayed, furnish him money to go off on, he would go & stay for a time, come back again in the same destitute condition when the same thing would be again repeated by them.

Question by Sam Has not Charles several times told you that Patience's account against him was just and that he intended to pay it?

Ans. He told me that he aimed to pay her for all her expenses for him when he arrived at the age of 21 years and that he would have to sell his land to do so, he told me one day last week, that he had put his land in her hands, to secure her debt due from him to her, saying why did she not sell it and pay herself, it seems like she wanted it all. And further this witness saith not.

Jane <sup>her</sup> X Haynes  
mark



(9<sup>th</sup>)

Patience Harbor an other witness of lawful age, being duly sworn deposes & saith.

Question by Plaintiff — Please state whether or not your account upon which your Judgement was rendered against your brother Charles D. Garrett was just?

Answer. — Every cent was just and due to me.

Question by same. Was his debt made to you at your solicitation, or at his own?

Ans. — He made me the deed referred to at his own solicitation, and at the time he made it I think he knew well what he was doing, and that he was fully competent to transact such business.

Question by same. Have you since the date of said deed furnished <sup>him</sup> with anything towards his support and maintenance. If so is what you have furnished equal in value to his part of the rents and profits of said land, or how is this?

Ans. — I have furnished him with a good deal of his support & clothing since that time, and what I have furnished him has well paid him for his part of the rents.



(10<sup>th</sup>)

And further this deponent saith not.

Patience <sup>her</sup> & Harber  
mask

Benjamin Sneed, an other witness of  
lawful age being first duly sworn  
despases and says.

1 Question—by Defendant—Are you well acquainted  
with Charles D. Garret, and how long  
have you known him?

Ans— I am well acquainted with said  
Charles D. Garret, and have known  
him ever since he was a small  
boy.

2 Question—by same—Is he capable of transacting  
business & of making a conveyance of land?

Ans— I think him capable of transacting some  
business & think him capable to make a  
conveyance of land.

3 Ques. Do you think that at the time Chas D.  
Garrett made the deed to Patience Garrett  
that he was a man of sufficient mind  
to know what he was doing & the conse-  
quences of his act?

Ans. I think so,



(11<sup>th</sup>)

And further this Dependent saith not  
Benjamin <sup>his</sup> Sneed  
mark

Susan Hamblen another witness of lawful age  
being duly summoned deposes & says;  
/ Ques: Did you ever hear Charles D Gamell say  
anything about owing Patience Harder, and  
if so, Please state what he said.

Ans, He offered to sell me his land at one  
time, and he & I were looking at the land  
walking over the same and he told me  
that he would take two Hundred Dollars  
for it. I asked him about the title to the  
land & asked him who had it and he  
said that the right was in him and  
that he owe a Patience \$81.00 and I  
asked him in Case I bought <sup>it</sup> if I would  
have to pay Patience that sum and he  
said that I could settle it with him  
the would settle the same with her. He  
said that his mother had a claim on it  
and that she would take \$20.00 for  
her interest in it.

And further this Dependent saith not  
Susan <sup>his</sup> Hamblen.  
mark



I Certify that the foregoing depositions  
of Elizabeth Garret, Dr. Wm P. Miller,  
Patience Harber, Benj. Sneed and  
Swan Hamblew (colored) were taken  
before me, at the time and for the  
purposes set forth in the caption, sworn  
to and subscribed by them respectively  
on this 20<sup>th</sup> August 1881.

J. A. G. Hyatt Comr &c

Bill of Cost. vs Deft.

Commissioners fee - \$3.00

Witness Dr. W. P. Miller 2 days - 1.00

Elizabeth Garret 2 " - 1.00

Benj. Sneed 2. " 1.00

Swan Hamblew 2 " 1.00

\$7.00

Patience Harber et als  
vs Deposition

Charles G. Garret

Filed Aug. 20<sup>th</sup> 1881.

J. A. G. Hyatt  
Comr

\$3.00

4.00

\$7.00

\$7.50

Comr's fee

Witness

3



Clerk's Office Circuit Court Lee County  
March 10 1882.

The Cross examination of Dr. Wm P. Miller, by Consent of parties on his deposition taken by the defendant, in the Chancery Cause of Charles D. Garrett by & c, vs. Patience Harbor, et al, now pending in the Circuit Court of Lee County & which depositions were taken by the defendant on the 20<sup>th</sup> day of August 1881.

The witness Dr. Wm P. Miller being duly sworn deposes & says.

Question 1<sup>st</sup> by Plffs. Counsel,  
Dr. you state in your deposition that you ~~swayed~~ divided land with Charles D. Garrett. Since Patience Garrett has claimed the land decreed her by Charles, has she not been endeavoring to get a new division of the same land and using as a reason, the weakness and imbecility of Charles D. Garrett's mind - and was that same account did she not threaten legal proceedings against you?

Ans. I am not so positive about her threatening to law me, but she did seek a new division, and claimed as a reason therefor that she had purchased Charles' part & that Charles



was not capable of making such a divide, this conversation occurred at Mullers Chapel, where I was at work, But recently Patience Harber & Charles D. Garrett expressed themselves as being well satisfied with said divide.

Question 2.

In the division of land you made with Charles D. Garrett, did you or have you not constantly, refused a new division of said land, and did you not so refuse, because you thought you had the best of the trade?

Ans. I did refuse, but not because I thought I had the best of the division. I only refused such division with Patience Harber,

Question 3<sup>d</sup>. Do you now state, that in such division, you or Charles D. Garrett got the best, bargain in the division

Ans. At the time of the aforesaid division I would not have turned my hand over for choice

Question 4. Are you now willing to have a re-division of said land, with Charles D. Garrett or who ever may gain



the same, you being allowed a fair compensation for your improvements, and the other party compensation for what ever improvements they have made, & each accounting for its rent and profits account.

Ans. I am not.

Are you willing to a re-division of said land, you receiving compensation for your permanent improvements, and you giving no account of rent, and they receiving nothing for their improvements?

Ans. I am not willing to such division they having destroyed the valuable timber on their part.

Question. Are you willing to such a division by compensation being made you in the division for the loss of the timber you say has been destroyed, to be valued by disinterested persons who shall also make the division?

Ans. I am not willing to be divided in any shape.

Question. At the time of the division did you not get the price that suited you best?

Ans. I did not think it did at the time.



Question 6. Do you regard Charles D. Garrett as a strong minded man, capable of transacting important business, and would you be willing to entrust him to act for you, as a commissioner or the like to divide land, with ordinary men?

Ans I think him a man of ordinary mind, I would be unwilling to entrust him as <sup>my</sup> commissioner in the division of land, because he is a man of ordinary mind as I have stated, & I would prefer a bright intellect to divide land for me neither is Charley any scholar.

Question 7. Was any person present when you & Charles D. Garrett made the decision you speak of except you & him?

Ans There was, Ambrose Eagle, Charles D. Garrett & myself. said Eagle being selected by said Charles Garrett, to aid him <sup>in</sup> making the division, to which I agreed.  
Re 4 annexed

Question by defendants Counsel. Do you state in answer to some of the questions propounded to you above that you would not be willing to a redivision of the land



with Charles D. Garrett. Now give the reasons fully why you would not?

Ans One reason is that since the divide, the major part of the valuable timber has been destroyed on their part, an other reason is the land I got <sup>& lies more compact</sup> adjoins my other lands, & suits me better than land across the ridge, and since the divide I have as before stated made improvements as I think to the value of one Hundred Dollars, on the land got by me.

Question by same. You say you would not be willing to trust Charles D. Garrett as a Commissioner to partition land for you. Now would you be willing to trust John Pendergrass his next friend in this suit as a commissioner to divide land for you

Ans I would not, I had as soon trust Charles D. Garrett for John Pendergrass.

And further this deponent saith not.

W<sup>m</sup> P. Miller

Elizabeth Garrett an other witness of lawful age & duly sworn deposes and says.

Mrs Garrett, you state, that yourself & Patience Barber furnished Charles D. Garrett with clothing, board &c. How much of



such supplies did you furnish or how  
much did Patience furnish?

Ans I furnished not more than one sixth  
part.

Question 2. Did you & Patience, have a contract  
with him to do this for him, and was  
he to pay you for it? or did you  
just do it for him because he needed  
it?

Answer, We made no contract, but he being  
under age, and when he needed any  
thing we furnished him, he calling  
on us for the same.

Question - When he called on you for it  
did he promise to pay you, if  
so how much - And did you ex-  
pect pay for supplies furnished  
your child under age?

Ans He promised <sup>Patience & him</sup> to pay for all articles  
he got <sup>from her</sup>, but did not mention any price  
nor do I recollect how much.  
I did <sup>not</sup> expect him to pay <sup>me</sup> out of  
what he had,

Question - Have <sup>you</sup> always charged your other children  
for what you done for them, if not  
why was you so strict with Charles?

Ans I did not charge him or either of them  
for what I done for them while under age.



Question. What was Charlie's age, when he started to Indiana, and when he returned how old was he?

Answer. When he started he was about 18 years old, he left in 1872 and returned in 1874, and therefore would have been 21 years old in the spring of 1875.

And further this deponent <sup>her</sup> Elizabeth Garrett  
ma<sup>r</sup>

Patience Harbers an other witness of lawful app being duly sworn deposes & says.

Mif Patience - you state, in your answer that Charles D. Garrett, made you the deed to the land to enable you, to sell and convey it to some one else. Is that the case?

Ans. That is why he so conveyed it, and I was to pay myself and one other little debt out of it of \$800

Question: What price did you tell him you could get for it, and for what sum was you to sell it if could affect a sale?

Ans. I told him I thought I could get \$150. for the land, & I did think at the time I could get the \$150.<sup>00</sup>

Question. You say in your deposition, that you thought then and now <sup>Charlie</sup> capable of attending



to his own business. Did you not endeavor to get a ~~re-division~~ division of the Dr. Miller land, on the expressed ground (by you) that Charlie was incapable to make the division, and did you not claim that Dr. Miller had cheated him in the division, Did you not take legal advice as to the course to affect it? and when advised that if he Charlie was incompetent to divide with Dr. Miller, that fact would render null and void your own deed. And was that not the reason why you did not sue Dr. Miller?

Answer I did endeavor to get a re-division of the land on that ground. — I did state at that time that Charley was incapable and had made a bad division with Dr. Miller and I did take such advice and was so informed and upon further investigation I found that I could not make the proof of his idocy, that I then thought I could, and the reason I did not sue Miller I found I could <sup>not</sup> make the proof I desired,



Question. Did you not, yourself, state when taking the legal advice aforesaid and at Miller's chapel in the presence of Dr. Miller and others, claim and assert that Charles D. Garrett, was incompetent to divide land, and that as he was so incompetent you intended to have a re-examination?

Answer. I did so say.

Question. In what year, did your contract if you had a contract, begin with Charles D. Garrett, to furnish him clothing boxes &c. and when did you cease to so furnish him?

Answer. My account commenced and ended as charged in a copy of my account in the suit at law <sup>between me & Charles</sup> which copy is herewith filed marked "A", this account was for \$91.49, but I only obtained a judgment on the note filed in the said law case, which was executed to me by said Charles D. Garrett, for \$80.00, on the 15<sup>th</sup> July 1875. It was due & payable one day after date thereof, this note was in settlement of said account.

Question. In what year did you move on the land due you by Charles D. Garrett, and how long have you resided thereon, and



When did, Charles Garrett move there?

Answer At the date of the execution of said deed I was living on said land, & I so remained on said land about 16 months I then moved off and remained away about 7 months, and since that I have resided on said land ever since, and Charles O. Garrett has been living on said land 2 years some time during this spring. 162

Question. Since Charles moved upon it how much of the land has he had control of, and how much have you had that is what is the comparative value of the rent in each ones possession.

Answer What I have in possession is worth the most but out of which a dower right I consider is due to my Mother, & which she claims.

Further this deponent saith not  
Patience <sup>her</sup> Harbor  
Mar 2

Jane Hynes an other witness of lawful age being duly sworn deposes and says—

Question Was you ever present when a contract was made, between Charles O. Garrett & Patience Harbor, for board clothing &c &c



Ans. I was present with Patience Harber and Charles D. Garrett, and heard Charles tell Patience to sell his land for \$150.00 and pay herself what he owed her & \$8.00 to Robert Sprinkle out of said sale but if she did not succeed in getting \$150, she was to take the deficiency out of her debt.

And further this deponent, saith not.

<sup>depos</sup>  
Jane Hynes  
mark

Elkanah Flanary an other witness of lawful age being ~~duly sworn~~ ~~deposes~~ introduced by the Plffs, being duly sworn deposes and says.

Question Are you acquainted with Charles D. Garrett and if so do <sup>you or not</sup> regard that he has sufficient mental capacity to track, exchange swap or divide land or do other business of importance?

Ans I am acquainted with the said Charles D. Garrett, on some things he talks with some sense, on other things & times he seems to have but little or no judgment, I do not regard him as capable of transacting the business referred to in the question.



X Examined

Question by same. Do you think the price at which the said Charles sold his land was the value of it or under its value that is the \$150. fixed by him.

Answer I think the price \$150. is the full value of the land, and more than I would give for the same.

And further this deponent saith not  
Eleanor Flannery

Wm A. Orr an other witness of lawful age being duly sworn deposes and says.

Are you acquainted with Charles D. Garrett, if so what do you regard as his mental condition - whether or not capable of buying selling swapping or dividing land, or doing other business of importance?

Answer I know Charles D. Garrett - have had conversations with him about matters in which he was indicted or expected to be indicted in this County, and I regard him a very weak minded man, while I think he has sense enough to do and collect the pay for a days work, I doubt very much whether or not he has sense enough to understand the effect of a deed or any



instrument of writing which might pertain to the buying, selling, swapping or dividing of real estate

Question by Defendant

Did you not at sometime have a conversation with Charles D. Gerritt about this matter of controversy, or the deed, and did he not say that he intended to defeat Patience in some way or words to that amount,

Answer. It is my recollection that I did have a conversation with Charles D. Gerritt about this controversy and that he did say in effect that he intended to knock Patience out of the land referred to.

Question by same. Does the aforesaid Charles exhibit usual shrewdness in the small transactions to which you refer above

Ans. I never had any day work transactions with him - I gave it as my opinion that he had sense enough for a thing of that sort.

Question by same. Did you ever have any dealings with Charles, and are you intimately acquainted with him,

Ans. I can not say that I have had any business transaction with him directly - I think that I have known him very well for several years.

And further this deponente saith not  
 Wm. V. Orr



Or L. L. McGinnis are other witnesses  
of lawful age being duly sworn  
deposes and says.

Question,

Or are you acquainted with Charles  
D. Garrett, and if so, what do you  
regard his mental condition has he  
or not in your opinion sufficient  
Judgment to buy sell swap or ex-  
change real estate or attend<sup>at</sup> matters  
of importance?

Ans

I am acquainted with the said  
Charles D. Garrett, and do not  
consider him a man capable of  
transacting such business as is referred  
to in the above question.

Question by Defendant. How long have  
you known him, are you intimately  
acquainted with him and did you ever  
have any business transactions with  
him.

Ans I have known him 3 or 4 years I am  
not intimately acquainted with him,  
and I never had any business transactions  
with him. I had some talk with him  
last fall about cutting some wood  
for me but did not get enough satis-  
faction out of him to depend upon.  
And further this deponent says not.  
G. L. McGinnis



H. C. Joslyn an attesting witness of  
lawful age, being duly sworn deposes  
and says.

Question by self.

Are you an acting Justice of  
the peace, and as such or in any  
other way, had an opportunity to  
talk with and ascertain the mental  
condition of Charles D. Garrett, and if  
so, do you or not regard him  
as capable of buying selling exchanging  
or dividing real estate or doing  
other business of importance with  
men of ordinary prudence?

Answer, I am an acting Justice of the Peace  
for Lee County Va. and as such justice  
I have had an opportunity to transact  
some business with and for him, and  
to notice the mental condition of Charles  
D. Garrett, and from my personal observation  
I do not consider him capable of dealing  
in Real Estate, or anything else, especially  
if he was dealing with persons of usual  
ability.

Question by Defendant. Suppose he was the  
owner of a small piece of land worth say  
\$150<sup>00</sup> or \$175<sup>00</sup> and owed \$80 ~~do~~ you think he  
would not have sufficient sense to sell  
and convey said land for the purpose



of paying that debt.

Answer.

From what I have seen of Charles S. Barrett  
I do not think he would be able to tell  
whether he was making a good or bad trade  
in selling a piece of land at any price,  
but with persons of better mental faculties  
to advise him, I should think he would be  
able to judge whether it was right or wrong  
to sell the land and pay his debts.

And further this deponent doth not  
Henry C. Forslyn



by the defendant and of lawful age being duly sworn deposes and says, -

I have known Charles D. Garrett for a number of years, the exact length of time I cannot now state but think at least 10 or 15 years, and while I always regarded him as a rather weak man intellectually still I at the same time thought he had sense enough to know what his rights were, and as against ordinary men competent to look after his own interest, But I think it probable that a shrewd designing man could have imposed upon him, or could <sup>have</sup> gained an advantage over him of any magnitude.

I never had any business transaction with him, so as to test his capacity in that way, and the above opinion has been formed by seeing him frequently, and occasionally talking to him, and hearing him talk to others.

Cross examined.

Please state whether or not you regard Charles D. Garrett of sufficient mental capacity, to divide with one regard to his own interest, lands with an ordinary man of business - Could you trust him, to transact a piece of business involving your own interest -

Answer. I am of opinion that his mind is such, as to be more susceptible of undue influences than that of ordinary men and women, that as between himself and his mother brother and sister, I think him competent to take care of his pecuniary interest. I think it probable that D. Miller if he saw proper to do so could in the division of land obtain an advantage over him.



Charles D. Garrett is not the kind of man that I would be willing to entrust the management of my business to, either as to real or personal estate.

And further this witness saith not.

Henry J. Morgan

Charles Willoughby another witness of lawful age being duly sworn deposes and says,

Question by Defendant

Are you acquainted with

Charles D. Garrett.

Answer I am acquainted with said Charles D. Garrett.

Question by same. Do you think him capable to transact ordinary business in which he is himself interested, such for instance as the sale and conveyance of a small tract of land worth from \$150 to \$200. -

Ans. I would think him competent to transact any business that his means would enable him to engage in.

Cross Examined

Do you regard Charles D. Garrett, as a man of ordinary sense & intelligence?

I do not believe that he <sup>is</sup> an ordinary man in these particulars, not so much for a want of sense, but from his habits in trying to



feign ignorance, & thus get the advantage. -  
This has been my experience with Charles D.  
Ard further this witness saith not.  
Charles Willoughby

I Certify that the foregoing deposition of Dr. Wm P. Miller, Elizabeth Garrett, Jane Haynes, Elkanah Haman, Wm. A. Orr, Geo C. McGinnis, H. C. Joslyn, H. J. Morgan, & Charles Willoughby, were taken before me, by agreement of the parties, at the time, and for the purposes set forth in the caption, sworn to and subscribed by them respectively on this the 10<sup>th</sup> day of March 1882.  
J. A. G. Hyatt Comr. & C

### Bill of Costs

Court fee for taking Depo.	\$4.50
Witness Wm P. Miller	.50
Jane Haynes	.50
Elkanah Haman	.50
Elizabeth Garrett	.50
Wm. A. Orr	.50
Geo C. McGinnis	.50
H. C. Joslyn	.50
H. J. Morgan	.50
Chas. Willoughby	.50
	<hr/> \$9.00



Charles O. Garrett <sup>for</sup>  
vs <sup>3</sup>/<sub>3</sub> Depo. for self  
Patience Harber et al

Filed March 10<sup>th</sup> 1882  
J. A. Hyatt  
clerk

Comm. fee	-	\$4.50
Witness	-	4.50
		<hr/>
		\$9.00
Clerk copy &c		.20
		<hr/>
		\$9.20

Chd 37



To the Honorable H. S. H. Morrison Judge  
of the Circuit Court of Lee County

The undersigned comes in the  
Chancery cause of C. D. Horrell by &c  
against Patience Horrell et al, by &c  
here to report, That as heretofore re-  
ported he sold the Tract of land men-  
tioned in the bill and proceedings  
in said cause and while on the  
purchase price for which said  
land sold, has not been paid to  
him he has paid out the whole  
sum, and satisfied all the claims  
against said land. There is still  
about \$12.00 with its interest for  
something over two years due to him  
but the parties are good and your  
commissioner has made a  
deed to D. S. & Clarborne Hankins  
the purchasers of said land  
and files the same herewith,  
and recommends that said cause  
be stricken from the docket

Apr 4 1888

Respectfully submitted  
C. T. Duncan Comr.



6 D Gerritt by 12.

vs  $\frac{1}{3}$  Report.

Potomac Harbor



Charles D Gantt by or. Plff  
vs. 3 In chcy,  
Patience Barber et al. Deft

To the Honorable John Kelly Judge of  
The Circuit Court of Lee County Virginia

The undersigned a special Commissioner  
ex. appointed to sell the land in the bill and proceed  
ing. mentioned by a decree to report that pursuant  
to the Terms of said decree he on the first day of  
the Feby Term 1883 of the County Court of Lee County  
at the front door of the Court House of Lee County  
Offered the lands which descended to the said  
Charles D Gantt from his father estate, this tract  
contains some 30 or 40 acres and is then brush  
land subject to the down interest of the said Charles  
mother. This tract sold for \$140 which in the opinion  
of your Court is a good a sale and should be  
confirmed. One D.S. Hamblen a colored man became  
the purchaser and paid me down in cash \$45.00  
cash & commissions of sale, and executed his two  
notes for the residue. \$94.45. bearing interest from  
date, with A.L. Pridemore & M. D. Richmond.  
which is ample. Of the \$45.00 paid down to me  
I retained my fee of \$15.00 & \$7.00 commissions of  
sale the Clerks cost of \$ and the Sheriffs cost  
of \$3.30 each of this receipt for the same are here filed  
marked 1 & 2. also Receipt of Court of and filed  
his receipt for same marked 3. Respectfully Submitted  
March 1st 1883. C. J. Duncan Court



C. D. Garrett by or

vs  $\frac{1}{3}$  lower Report of Sales

Potomac Harbor etc

Filed March 1st 1883

J. A. St. Hgate  
Clerk



Charles O Garret

1872

In apt with Patience Garret

Dr

March	To 7 yds Corn, 14 <sup>9</sup>	98	98
	Paid to Daniel Garret for		
	Hauling you and your Charles to Ky	5.90	
	Paid to Danl. Garret for your board	2.50	8.40
	3 yds Ky Jeans 60 <sup>9</sup>	1.80	
	1 pr shoes 13 <sup>6</sup>	2.25	
	1 hat 6 <sup>9</sup> 1 pr suspenders 35-	1.10	
	Traveling expenses 2/-	1.50	6.65
	Paid your part of moving Expenses		
	from Jonesville to Indiana, \$23.10	23.10	
	19 weeks board, at 6 <sup>9</sup>	19.00	19.00
	Paid Your Dr. bill \$10.00	10.00	10.00
	1 pr boots \$4.50	4.50	4.50
	1 vest 12/-	2.00	2.00
	Lobacco 13/-	.50	.50
	Your part of Traveling expenses		
	from Indiana to Jonesville		14.66
	Cash \$100.00 35 Cents		1.35
	1 pr socks 35-		35
			\$91.49

A copy Left

J. A. Hyatt Clerk



Patience Hartley  
vs<sup>3</sup> <sup>copy of</sup> account  
Charles D. Barrett

"A"

Fee for copy 20<sup>c</sup>



This Deed made the 7th day of October in the year four  
thousand eight hundred and seventy five be-  
tween Charles D. Garrett of the county of Lee and State of  
Virginia of the one part, and Patience Garrett of the  
County and State of aforesaid of the other part. Witness  
That for and in consideration of the sum of one hun-  
dred and fifty dollars to the said Charles D. Garrett in  
hand paid the receipt of which is here by acknowl-  
edge, the said Charles D. Garrett doth hereby grant  
bargain, sell, and convey unto the said Patience  
Garrett all of his undivided interest in and to a  
certain parcel or tract of land lying and being in  
Lee County Virginia being the land of which Wil-  
liam D. Garrett was seized and which land descend-  
ed at his death to his children Walter, Patience, and the  
said Charles D. Garrett, and also also his undivided in-  
terest in the land of of which Thomas Garrett de-  
ceased, said Garrett's interest in the tract is supposed  
to be six acres to have and to hold said two parcels  
of land and all the rights and privileges thereunto be-  
longing, unto her the said Patience Garrett, her heirs  
and assigns forever. And the said Charles D. Garrett  
for himself and his heirs do hereby covenant  
and agree to and with the said Patience Garrett  
and her heirs that he the said Charles D. Garrett and  
his heirs unto her the said Patience Garrett, her heirs  
and assigns the said tract parcels and interest in  
the land hereby conveyed he will forever warrant



and defend against the claims or claims of all and every person whatsoever. In witness whereof the said Charles D. Garrett has hereunto set his hand and affixed his seal.

Charles D. Garrett (Seal)  
<sup>his</sup>  
<sub>mark</sub>

Virginia, Lee County, Court, Oct. 7<sup>th</sup> 1875.

The foregoing deed between Charles D. Garrett of the first part and Patience Garrett of the second part, both of the county and state afore said was this day acknowledged before me by the said, <sup>Charles D.</sup> Garrett to be his act and deed for the purposes therein mentioned. And said deed is admitted to record.

Teste John R. Gibson J.C.

A copy. Teste John C. Orr, J.C.

Patience Garrett

Copy of Deed

Charles D. Garrett



This deed made this 7th day of October in the  
year of our Lord one thousand eight hundred  
and seventy five between Charles D Gorrell of  
the County of Lee and State of Virginia of the  
one part and Patience Gorrell of the County and  
state aforesaid of the other part witnesses that  
for and in consideration of the sum of One  
hundred and fifty dollars to the said Charles  
D Gorrell in hand paid the receipt whereof  
is hereby acknowledged the said Charles D  
Gorrell doth hereby ~~grant~~ bargain sell and  
convey unto the said Patience Gorrell all  
of his undivided interest in and to a certain  
tract or parcel of land lying and being in  
Lee County Virginia being the land of which  
William D Gorrell died seized, and which land  
descended at his death to his ~~children~~ <sup>children</sup> Walter  
Patience and the said Charles D Gorrell, and also  
also his undivided interest in the lands of of  
which Thomas Gorrell deceased, said Gorrells  
interest in this tract is supposed to be 44 acres  
to have and to hold said two parcels of land



and all the rights and privileges then  
unto belonging unto her the said Patience  
Gorrell her heirs and assigns forever  
and the said Charles D Gorrell for himself  
and his heirs does hereby covenant and agree  
to and with the said Patience Gorrell and  
her heirs that he the said Charles D Gorrell  
and his heirs unto her the said Patience Gorrell  
her heirs and assigns the said Tracts parcels  
and interest in the land hereby conveyed  
he will for ever warrant and defend against  
the claim or claims of all and every per-  
son whatsoever In witness whereof  
the said Charles D Gorrell has hereunto  
set his hand and affixed his seal  
This the day and year first above written

Charles <sup>his</sup> D Gorrell   
<sub>mark</sub>

Virginia & Lee County to wit: October 7th 1875;

The foregoing deed between Charles D. Gorrell of the  
first part, and Patience Gorrell of the second part,  
both of the County and State aforesaid, was this day  
acknowledged before me by the said Charles D. Gorrell



ett to be his act and deed for the purposes therein  
mentioned, and said deed is admitted to record,

Teste John R. Gibson J.C.



Patience Garrett  
from } Deed

Charles J. Garrett

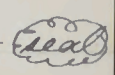
Recorded in deed book  
No. 17. Page 350.  
John R. Gibson & Co.

6 1,25-  
4 100  
\$ 2,25-

October 7<sup>th</sup> 1875



This Deed made this the 8th day of January 1883, by and between Patience Harlor (formerly Garrett) of the one part, and Charles D Garrett of the other part, both of Lee county Virginia. Witnesseth, that pursuant to the requirements of a decree of the Circuit Court of Lee county Virginia, rendered at the March term 1882, in the chancery cause of said Charles D Garrett by &c plaintiff against said Patience Harlor & Walter Garrett defendants, as well as in consideration of the sum of One dollar in hand <sup>paid</sup>, ~~the receipt~~ of which is hereby acknowledged, the said Patience Harlor doth hereby grant and convey to the said Charles D Garrett, with covenants of special warranty. The lands in the bill in said cause mentioned, to which bill reference is here made for a more particular description of said land. To have and to hold the said lands together with the appurtenances thereunto belonging, with the covenants aforesaid, unto the said Charles D Garrett and his heirs forever. Witness the following signature and seal.

Patience <sup>her</sup> Harlor   
mark

Virginia; Lee county, to wit.

I James W Orr a commissioner in chancery of the circuit court, in and for the county and



State aforesaid, do certify that Patience Harlow  
whose name is signed to the foregoing deed  
bearing date this day, personally appeared before  
me in my County aforesaid, and acknowledged  
the said deed to be her act and deed for the  
purposes therein mentioned. Given under my  
hand January 8th 1883.

James W Orr, Court.  
in chancery.

Charles D. Garrett.

From Z. Decob

Patience Harlow.

Filed as our sworn deed  
Jan'y 8th 1883.

J. A. Syatt  
clerk



Principal due 1<sup>st</sup> Jan'y 1878 - - \$67.57

Interest to Decr. 1<sup>st</sup> 1882 20.93

Or this date \$88.50

60.00

\$28.50

Interest to January 16<sup>th</sup> 1883 .21

\$28.71

Or this date 10.00

\$18.71

Interest to Feby 21<sup>st</sup> 1883 11

\$18.82

Cost Orle. 2.92 + 62.28 66.20

At 2.50 S. 50 = \$8.45 8.45

\$27.27

Comm on \$37.27. 1.86

\$29.13

Derron in first Inv of 1.00

28.13



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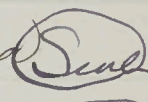
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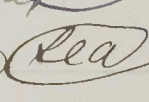
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Twelve months after date We bind  
ourselves jointly and severally  
to pay C. T. Duncan & Co. in the  
chancery cause of C. T. Gerritt by vs  
vs Patience Harbor et al. fifty two  
dollars & eighty five cents. With interest  
from date and as to this debt we waive  
our homestead exemptions. Witness  
our hands and seals this the 22<sup>nd</sup>  
day of February 1883.

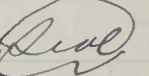
Swan <sup>his</sup> Hamilton 

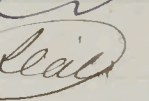
A. S. Pridemore 

M. S. Richmond 

Twelve months after date We bind our  
selves jointly and severally to pay C. T.  
Duncan & Co. in the chancery  
cause of C. T. Gerritt by vs vs  
Patience Harbor, et al. forty one dollars  
& sixty cents with interest from date value  
received in land and as to this debt  
we waive our homestead exemptions  
Witness our hands and seals this 22 day  
of February 1883.

Swan <sup>his</sup> Hamilton 

A. S. Pridemore 

M. S. Richmond 



C. D. Garrett

To Patience Harbor

Dr

To Decree of the Circuit Court due Oct 6<sup>th</sup> 1883. \$51.63  
Interest to Feby 21<sup>st</sup> 1883.

122

Patience Cost recorded.

\$52.85  
38.55

Commission on an \$1.40

7.00

Total amt of Debt & Cost.

\$98.40

Amt of Charles D. Garrett's Cost.

30.91

Amt of Proclamations fee.

10.00

\$139.31

Deduct 2 fee bills of Witnesses.

2.00

\$137.31

Amt of Sales of land

140.00

\$2.69



Ant of



**VIRGINIA :**

**ORDERED,** That

Lee County

Court

Term, 188 <sup>5</sup>.

pay unto

\$ 50<sup>00</sup>

for one

days attendance as a witness for

traveling

miles over ten in coming and the same

in returning,

Test

*J. A. Hyatt* CLERK.



**VIRGINIA :**

Lee County

Court

Term, 188 <sup>2</sup>.

**ORDERED,** That

pay unto

\$1.00 for two days attendance as a witness for

traveling

miles over ten in coming and the same

in returning,

Test

CLERK.

Received payment in full of C. T. Duncan bonds  
this 7<sup>th</sup> March 1883

Ben. Sneed,



Mr. C. T. Duncan

Mrs. Jane Haynes failed  
to claim, she was hurried off on  
account of sickness, Patience  
should pay her \$1.00 as she  
attended 2 days for her  
March 1 1883 Hyatt



Received of C. J. Duncan Commissioner  
in the Chancery cause of C. D. Gorrett  
by vs vs Patience Harbor et al. Three dollars  
and Thirty Cents my fee as taxed by the  
Clerk for services rendered for the Defend-  
ants This 6<sup>th</sup> day of March 1888.

Finance Mils D. J.  
per J. S. Ely & Co



Franca Mito

To 3 Receipt.

C. T. Duvall on Com



# The Commonwealth of Virginia.

We command you to summon

To The Sheriff of Lee County, Greeting:

Pattience Harber (formerly Garrett)  
and Walter Garrett

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in February  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against Tham by

Charles D. Garrett an idiot who sues by John B  
Pendergraf his next friend.

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this 27th  
day of Jan'y 188 / , in the 105 year of the Commonwealth.

James W. Orr Clerk.



<sup>1st + 10</sup>  
Charles D Garrett  
- by + c  
vs. Spa. in Chy.

Patience Garrett et al

February Rules 1881.

On the 28th day of June  
1881. I executed the within  
Spa by serving a copy there  
of to Patience Garrett.

Wm. Walter Barrett  
F. Miles & S. for J. S. Ely  
S. & C.

1.50  
1.80  
1.00

2.30 Diff

Gifts 2.80

50

3.30

2.80

\$6.10



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Wm. P. Miller, Amburs Eagle,  
Martin B. Garret, Frank, Garret and  
Joe Marcum  
before me.*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first Monday in

Next, to answer *of August 1881. as witnesses for*

*Charles Garret vs Patience Harber et al.*

*J. A. Hyatt Court in ch.*

And have then there this writ. Witness, **James W. Orr**, Clerk of our said Court, at  
the Court House, this \_\_\_\_\_ day of \_\_\_\_\_ 188 : in the \_\_\_\_\_ year of the Commonwealth.

\_\_\_\_\_  
Clerk.



Charles. Garret  
vs3 Spa-

Patience Harlow et al

---

2<sup>d</sup> day of Aug. 1881.

Executed  
in all acc<sup>t</sup>  
William Miller  
J. Miller D. S.

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# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Wm. P. Miller, Jane Haynes, Nancy Garret, Zion Slanary, Elizabeth Garret, Francis Sprinkle, Susan Hamblin (colored) and Ben Sneed.*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first Monday in

Next, to answer

*20th day of October 1881, as witnesses on behalf of Patience Harber and Charles O. Garret*

And have then there this writ. Witness, *D. F. Hyatt* **James W. Orr**, Clerk of our said Court at  
he Court House, this *17* day of *August* 1881: in the *106* year of the Commonwealth.

*D. F. Hyatt*  
Clerk.



Patience. Harbes

ado 3 Spaf, witnesses

Charles O. Garrett

20<sup>th</sup> day of Aug. 1881

Accepted  
Yrance Miles  
D. J. for L. D. Hely  
J. L. C.



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

WE COMMAND YOU TO SUMMON

*Dr. W. P. Miller, Jane Hynes, Nancy Garrett, Zion Flannery, Elizabeth Garrett and Francis Sprinkle Swan Hamblen (Colored) and Ben Sneed.*

To appear at the Clerk's office of the Circuit Court of Lee county, at the Court House, on the first ~~Monday in~~ *Saturday* Next, to ~~answer~~ *August the 13<sup>th</sup> 1881,* as witnesses on behalf of *Patience, Harber and Charles O. Garrett*

And have then there this writ. Witness, *J. A. Hyatt* **James W. Orr**, Clerk of our said Court at the Court House, this *10<sup>th</sup>* day of *Aug.* 1881 : in the *100<sup>th</sup>* year of the Commonwealth.

*J. A. Hyatt* Clerk.



Partisney Harbor

add<sup>d</sup> 3. Sp<sup>a</sup> for witnesses

Charles D. Garret

13<sup>th</sup> day of Aug. 1881.

Executed on Jane  
Haines, Anne Sand,  
Wm F. Miller, Ben  
Sneed, Elizabeth Kind  
& Swan Hansen (de)

Witness: Miles & S  
for L. & Ely & L. C



Standing No. 366

-IN-

LEE CIRCUIT COURT.

Pt'fs ATTY. H P	Garrett Charles 30 y or	Def'ts ATTY. M D
Pt'fs costs. \$ .....	vs. { Bill in Chancery.	Def'ts costs. \$ .....
	Patience Harber 3 Elols	
Total \$		\$

Reference Docket . . . Page 32 Line 24

1st calling . . . . . Term 188 . . .

Decided . . . . . Term 188 . . .



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